

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Release Performance Bond (Water and Sewer Systems) for Terracina at Lake Forest

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Cynthia Sweet

**EXT:** 7443

**MOTION/RECOMMENDATION:**

Authorize the Board to release the Performance Bond # 070-004-589 for Water and Sewer Systems in the amount of \$79,368.42 for Terracina at Lake Forest, Phase I, as requested by Taylor Morrison of Florida, Inc., applicant.

District 5 Brenda Carey

Cynthia Sweet

**BACKGROUND:**

Performance Bond # 070-004-589 in the amount of \$79,368.42 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Terracina at Lake Forest subdivision improvements.

The Performance Bond was replaced with a 2-year Maintenance Bond to insure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan.

The subdivision is located on the north side of W SR 46 at the intersection of International Parkway, and approximately 1¼ mile west of I-4, in Section 30, Township 19 S, Range 30 E.

**STAFF RECOMMENDATION:**

Staff recommends that the Board authorize the release of the Performance Bond # 070-004-589 in the amount of \$79,368.42 for Water and Sewer Systems for Terracina at Lake Forest, Phase I, as requested by Taylor Morrison of Florida, Inc., applicant.

**ATTACHMENTS:**

1. Performance Bond

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

TERRACINA  
UTILITIES  
(PHASE I)

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Water and Sewer Systems)

BOND NO. 070-004-589

KNOW ALL MEN BY THESE PRESENTS:  
TAYLOR MORRISON

LIBERTY MUTUAL  
INSURANCE COMPANY

That we, OF FLORIDA, INC., hereinafter called the "Principal", and a  
surety company authorized to do business in the State of Florida, hereinafter called "Surety"  
are held and firmly bound to Seminole County, a political subdivision of the State of Florida,  
in the full and just sum of \$ 79,368.42, lawful money of The United States of America, to  
be paid to the Board of County Commissioners of Seminole County, to which payment well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by  
Seminole County of a plat of a certain subdivision known as See below\* has covenanted  
and agreed with Seminole County to construct sewer systems and water distribution systems,  
                    , and other improvements (delete inapplicable improvements) based upon  
development plans and plans and specifications pertaining to said subdivision, said develop-  
ment plans and plans and specifications being dated the 28<sup>th</sup> day of NOV  
19 2007 and being on file with the Department of Public Works of Seminole County, Florida,  
and \*Terracina at Lake Forest (Water & Sewer)

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be  
executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden  
Principal shall construct the aforesaid improvements in accordance with any date prescribed  
in the approved development plans and plans and specifications dated the 28<sup>th</sup> day  
of NOV, 19 2007, or within two (2) years of the date of approval, whichever occurs  
first, and shall in every respect fulfill its, his, their obligations under the development plans  
and plans and specifications, and shall indemnify and save harmless Seminole County against  
or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and  
contingent costs which Seminole County may sustain on account of the failure of the Principal  
to perform in accordance with the developments plans and plans and specifications within the  
time therein specified, then this obligation to be void; otherwise to be and remain in full force  
and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or  
any part of the construction work required by the developments plans or plans and  
specifications above referred to, within the time specified, the Surety upon forty-five (45) days  
written notice from Seminole County, or its authorized agent or officer, of the default, will  
forthwith perform and complete the aforesaid construction work and pay the cost thereof,  
including, but not limited to engineering, legal and contingent costs. Should the Surety fail or  
refuse to perform and complete the said improvements, Seminole County, in view of the public,  
interest, health, safety and welfare factors involved and the inducement in approving and

SEMINOLE COUNTY LAND DEVELOPMENT CODE

filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 17th day of JANUARY, ~~19~~ 2008

Address:

TAYLOR MORRISON  
OF FLORIDA, INC. (SEAL)

Principal

Its Vice President

(if corporation)

A T T E S T :

Its

(if corporation)

CORPORATE SEAL

LIBERTY MUTUAL INSURANCE COMPANY

Surety

By: Betty L. Tolentino

Its Attorney-in-Fact, BETTY L. TOLENTINO

ATTEST:

(App E, LDC, through Supp 16; Ord. No. 95-4, § 16, 6-26-95)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

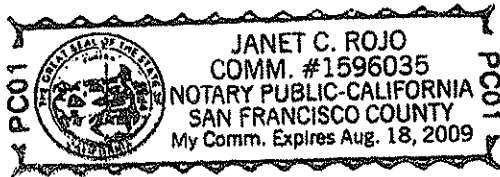
State of California

County of SAN FRANCISCO

On JANUARY 17, 2008 before me, JANET C. ROJO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared BETTY L. TOLENTINO

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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2199029

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**JANET C. ROJO, SWAN LEE, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA** .....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWO HUNDRED FIFTY MILLION AND 00/100** \*\*\*\*\* DOLLARS (\$ **250,000,000.00** \*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

**ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of August, 2007.

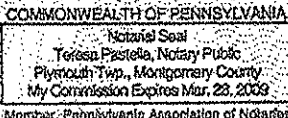
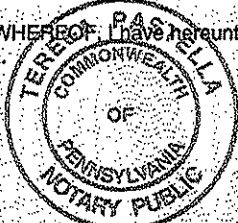
**LIBERTY MUTUAL INSURANCE COMPANY**

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of August, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of JANUARY, 2008.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.